

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
AT RICHLAND

WARREN and WENDY BECK,
individually and as the marital
community thereof,

Plaintiffs,

v.

AMERICAN FAMILY INSURANCE
COMPANY, a foreign insurance
company,

Defendant.

No. 4:25-cv-5018-MKD

**AMERICAN FAMILY
INSURANCE COMPANY'S
ANSWER AND AFFIRMATIVE
DEFENSES TO PLAINTIFFS'
COMPLAINT**

Defendant American Family Insurance Company (AFICS) submits the following Answer and Affirmative Defenses to Plaintiffs' Complaint.

I. PARTIES

1.1 In Answer to Paragraph 1.1 of Plaintiffs' Complaint, AFICS is without the information sufficient to form a belief as to the truth or falsity of the matters

1 alleged and therefore denies the same.

2 1.2 In Answer to Paragraph 1.2 of Plaintiffs' Complaint, AFICS admits
3 that it is a foreign insurer organized under the laws of the State of Wisconsin with
4 a principal place of business in the State of Wisconsin.

5 1.3 In Answer to Paragraph 1.3 of Plaintiffs' Complaint, AFICS admits
6 that it issues policies in the State of Washington. To the extent that Paragraph 1.3
7 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the
8 same.

9
10 1.4 In Answer to Paragraph 1.4 of Plaintiffs' Complaint, AFICS admits.

11 1.5 In Answer to Paragraph 1.5 of Plaintiffs' Complaint, Paragraph 1.5
12 appears to consist of a legal conclusion for which no response is required. To the
13 extent that response is required, AFICS admits.

14
15 1.6 In Answer to Paragraph 1.6 of Plaintiffs' Complaint, Paragraph 1.6
16 contains a legal conclusion to which no response is required. To the extent that
17 Paragraph 1.6 of Plaintiffs' Complaint contains any further factual allegations,
18 AFICS denies the same.

19
20 1.7 In Answer to Paragraph 1.7 of Plaintiffs' Complaint, AFICS is without
21 the information sufficient to form a belief as to the truth or falsity of the matters
22 alleged and therefore denies the same.

23 1.8 In Answer to Paragraph 1.8 of Plaintiffs' Complaint, AFICS denies.

1 Complaint contains any further factual allegations, AFICS denies the same.

2 2.2¹ In Answer to Paragraph 2.2 of Plaintiffs' Complaint, AFICS denies.
3 By way of further Answer to Paragraph 2.2, AFICS admits a claim was reported to
4 AFICS by Plaintiffs on March 13, 2024.

5
6 2.3 In Answer to Paragraph 2.3 of Plaintiffs' Complaint, AFICS admits
7 Plaintiffs' provided notice of their claim to AFICS on March 13, 2024. To the
8 extent that Paragraph 2.3 of Plaintiffs' Complaint contains any further factual
9 allegations, AFICS denies the same.

10 2.4 In Answer to Paragraph 2.4 of Plaintiffs' Complaint, AFICS admits
11 the Policy speaks for itself and provides coverage pursuant to its terms and
12 conditions and not otherwise. To the extent that Paragraph 2.4 of Plaintiffs'
13 Complaint contains any further factual allegations, AFICS denies the same.

14
15 2.5 In Answer to Paragraph 2.5 of Plaintiffs' Complaint, AFICS admits
16 the Policy speaks for itself and provides coverage pursuant to its terms and
17 conditions and not otherwise. To the extent that Paragraph 2.5 of Plaintiffs'
18 Complaint contains any further factual allegations, AFICS denies the same.

19
20 2.6 In Answer to Paragraph 2.6 of Plaintiffs' Complaint, AFICS admits
21 the Policy speaks for itself and provides coverage pursuant to its terms and
22

23

¹ Inconsistent numbering is reflective of numbering used in Plaintiffs' Complaint

1 conditions and not otherwise. To the extent that Paragraph 2.6 of Plaintiffs'
2 Complaint contains any further factual allegations, AFICS denies the same.

3 2.7 In Answer to Paragraph 2.7 of Plaintiffs' Complaint, AFICS admits
4 the Policy speaks for itself and provides coverage pursuant to its terms and
5 conditions and not otherwise. To the extent that Paragraph 2.7 of Plaintiffs'
6 Complaint contains any further factual allegations, AFICS denies the same.

7
8 2.8 In Answer to Paragraph 2.8 of Plaintiffs' Complaint, AFICS admits
9 the Policy speaks for itself and provides coverage pursuant to its terms and
10 conditions and not otherwise. To the extent that Paragraph 2.8 of Plaintiffs'
11 Complaint contains any further factual allegations, AFICS denies the same.

12
13 2.9 In Answer to Paragraph 2.9 of Plaintiffs' Complaint, AFICS is without
14 information sufficient to form a belief as to the truth or falsity of the matters alleged
15 and therefore denies the same.

16 2.10 In Answer to Paragraph 2.10 of Plaintiffs' Complaint, AFICS admits
17 the April 18, 2024, correspondence speaks for itself and provides coverage
18 pursuant to its terms and conditions and not otherwise. To the extent that Paragraph
19 2.10 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies
20 the same.

21
22 2.11 In Answer to Paragraph 2.11 of Plaintiffs' Complaint, AFICS admits
23 the April 19, 2024, correspondence speaks for itself and not otherwise. To the

1 extent that Paragraph 2.11 of Plaintiffs' Complaint contains any further factual
2 allegations, AFICS denies the same.

3 2.12 In Answer to Paragraph 2.12 of Plaintiffs' Complaint, AFICS admits
4 the May 8, 2024, correspondence speaks for itself and not otherwise. To the extent
5 that Paragraph 2.12 of Plaintiffs' Complaint contains any further factual
6 allegations, AFICS denies the same.
7

8 2.13 In Answer to Paragraph 2.13 of Plaintiffs' Complaint, AFICS is
9 without information sufficient to form a belief as to the truth or falsity of the matters
10 alleged and therefore denies the same.
11

12 2.14 In Answer to Paragraph 2.14 of Plaintiffs' complaint, AFICS admits
13 any communication from Plaintiffs' representative speaks for itself and not
14 otherwise. To the extent that Paragraph 2.14 of Plaintiffs' Complaint contains any
15 further factual allegations, AFICS denies the same.

16 2.15 In Answer to Paragraph 2.15 of Plaintiffs' Complaint, AFICS admits
17 the July 30, 2024, Sworn Statement in Proof of Loss speaks for itself and not
18 otherwise. To the extent that Paragraph 2.15 of Plaintiffs' Complaint contains any
19 further factual allegations, AFICS denies the same.
20

21 2.16 In Answer to Paragraph 2.16 of Plaintiffs' Complaint, AFICS denies.

22 2.17 In Answer to Paragraph 2.17 of Plaintiffs' Complaint, AFICS is
23 without information sufficient to form a belief as to the truth or falsity of the matters

1 alleged and therefore denies the same.

2 2.18 In Answer to Paragraph 2.18 of Plaintiffs' Complaint, AFICS admits
3 the Policy speaks for itself and provides coverage pursuant to its terms and
4 conditions and not otherwise. To the extent that Paragraph 2.18 of Plaintiffs'
5 Complaint contains any further factual allegations, AFICS denies the same.
6

7 2.19 In Answer to Paragraph 2.19 of Plaintiffs' Complain, AFICS admits
8 the Policy speaks for itself and provides coverage pursuant to its terms and
9 conditions and not otherwise. To the extent that Paragraph 2.19 of Plaintiffs'
10 Complaint contains any further factual allegations, AFICS denies the same.
11

12 2.20 In Answer to Paragraph 2.20 of Plaintiffs' Complain, AFICS admits
13 the Policy speaks for itself and provides coverage pursuant to its terms and
14 conditions and not otherwise. To the extent that Paragraph 2.20 of Plaintiffs'
15 Complaint contains any further factual allegations, AFICS denies the same.

16 2.21 In Answer to Paragraph 2.21 of Plaintiff's Complaint, AFICS admits
17 the Policy speaks for itself and provides coverage pursuant to its terms and
18 conditions and not otherwise. To the extent that Paragraph 2.21 of Plaintiffs'
19 Complaint contains any further factual allegations, AFICS denies the same.
20

21 2.22 In Answer to Paragraph 2.22 of Plaintiffs' Complaint, Paragraph 2.22
22 contains a legal conclusion to which no response is required. To the extent that
23 Paragraph 2.22 of Plaintiffs' Complaint contains any further factual allegations.

1 AFICS denies the same.

2 2.23 In Answer to Paragraph 2.23 of Plaintiffs' Complaint, AFICS admits
3 the Policy speaks for itself and provides coverage pursuant to its terms and
4 conditions and not otherwise. To the extent that Paragraph 2.23 of Plaintiffs'
5 Complaint contains any further factual allegations, AFICS denies the same.
6

7 2.24 In Answer to Paragraph 2.24 of Plaintiffs' Complaint, Paragraph 2.24
8 contains a legal conclusion to which no response is required. To the extent that
9 Paragraph 2.24 of Plaintiffs' Complaint contains any further factual allegations,
10 AFICS denies the same.
11

12 2.25 In Answer to Paragraph 2.25 of Plaintiffs' Complaint, Paragraph 2.25
13 contains a legal conclusion to which no response is required. To the extent that
14 Paragraph 2.25 of Plaintiffs' Complaint contains any further factual allegations,
15 AFICS denies the same.

16 2.26 In Answer to Paragraph 2.26 of Plaintiff's Complaint, AFICS admits
17 the Washington Administrative Code Regulations speak for itself and not
18 otherwise. To the extent that Paragraph 2.26 of Plaintiffs' Complaint contains any
19 further factual allegations, AFICS denies.
20

21 2.27 In Answer to Paragraph 2.27 of Plaintiffs' Complaint, AFICS admits
22 the Washington Administrative Code Regulations speak for itself and not
23 otherwise. To the extent that Paragraph 2.27 of Plaintiffs' Complaint contains any

1 further factual allegations, AFICS denies.

2 2.28 In Answer to Paragraph 2.28 of Plaintiffs' Complaint, AFICS is
3 without sufficient information to either confirm or deny and therefore denies the
4 same. AFICS further admits RCW 48.17.010(1)(b) speaks for itself and not
5 otherwise. To the extent that Paragraph 2.28 of Plaintiffs' Complaint contains any
6 further factual allegations, AFICS denies the same.

8 2.29 In Answer to Paragraph 2.29 of Plaintiffs' Complaint, Paragraph 2.29
9 contains a legal conclusion to which no response is required. To the extent that
10 Paragraph 2.29 of Plaintiffs' Complaint contains any further factual allegations,
11 AFICS denies the same.

12 2.30 In Answer to Paragraph 2.30 of Plaintiffs' Complaint, AFICS admits
13 the Policy speaks for itself and not otherwise. To the extent that Paragraph 2.30 of
14 Plaintiffs' Complaint contains any further factual allegations, AFICS denies the
15 same.

17 2.31 In Answer to Paragraph 2.31 of Plaintiffs' Complaint, AFICS denies.

18 2.32 In Response to Paragraph 2.32 of Plaintiffs' Complaint, AFICS
19 denies.

21 2.33 In Answer to Paragraph 2.33 of Plaintiffs' Complaint, AFICS denies.

22 2.34 In Answer to Paragraph 2.34 of Plaintiffs' Complaint, AFICS denies.

23 2.35 In Answer to Paragraph 2.35 of Plaintiffs' Complaint, AFICS denies.

III. CAUSES OF ACTION

3.1 In Answer to Paragraph 3.1 of Plaintiffs' Complaint, AFICS restates and incorporates by reference its Answers to all preceding Paragraphs above as though fully set forth herein.

3.2 In Answer to Paragraph 3.2 of Plaintiffs' Complaint, Paragraph 3.2 contains an incorrect legal conclusion to which no response is required. To the extent that Paragraph 3.2 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the same.

3.3 In Answer to Paragraph 3.3 of Plaintiffs' Complaint, AFICS denies.

3.4 In Answer to Paragraph 3.4 of Plaintiffs' Complaint, AFICS denies.

3.5 In Answer to Paragraph 3.5 of Plaintiffs' Complaint, AFICS denies.

3.6 In Answer to Paragraph 3.6 of Plaintiffs' Complaint, AFICS denies.

3.7 In Answer to Paragraph 3.7 of Plaintiffs' Complaint, AFICS denies.

3.8 In Answer to Paragraph 3.8 of Plaintiffs' Complaint, AFICS denies.

3.9 In Answer to Paragraph 3.9 of Plaintiffs' Complaint, AFICS denies.

3.10 In Answer to Paragraph 3.10 of Plaintiffs' Complaint, AFICS denies.

3.11 In Answer to Paragraph 3.11 of Plaintiffs' Complaint, AFICS denies.

SECOND CAUSE OF ACTION
(Bad Faith Violations – All Defendants)

3.12 In Answer to Paragraph 3.12 of Plaintiffs' Complaint, AFICS restates and incorporates by reference its Answers to all preceding Paragraphs above as though fully set forth herein.

3.13 In Answer to Paragraph 3.13 of Plaintiff's Complaint, AFICS admits the Policy speaks for itself and not otherwise. To the extent that Paragraph 3.13 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the same.

3.14 In Answer to Paragraph 3.14 of Plaintiff's Complaint, Paragraph 3.14 contains a legal conclusion to which no response is required. To the extent that Paragraph 3.14 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the same.

3.15 In Answer to Paragraph 3.15 of Plaintiff's Complaint, AFICS denies.

3.16 In Answer to Paragraph 3.16 of Plaintiff's Complaint, AFICS denies.

3.17 In Answer to Paragraph 3.17 of Plaintiff's Complaint, AFICS denies.

3.18 In Answer to Paragraph 3.18 of Plaintiff's Complaint, AFICS denies.

3.19 In Answer to Paragraph 3.19 of Plaintiff's Complaint, AFICS denies.

THIRD CAUSE OF ACTION
(Breach of Contract)

3.20 In Answer to Paragraph 3.20 of Plaintiffs' Complaint, AFICS restates

1 and incorporates by reference its Answers to all preceding Paragraphs above as
2 though fully set forth herein.

3 3.21 In Answer to Paragraph 3.21 of Plaintiff's Complaint, AFICS admits
4 the Policy speaks for itself and provides coverage pursuant to its terms and
5 conditions and not otherwise. To the extent that Paragraph 3.21 of Plaintiffs'
6 Complaint contains any further factual allegations, AFICS denies the same.

7
8 3.22 In Answer to Paragraph 3.22 of Plaintiff's Complaint, Paragraph 3.22
9 contains a legal conclusion to which no response to required. To the extent that
10 Paragraph 3.22 of Plaintiffs' Complaint contains any further factual allegations,
11 AFICS denies the same.

12
13 3.23 In Answer to Paragraph 3.23 of Plaintiff's Complaint, Paragraph 3.23
14 contains a legal conclusion to which no response to required. To the extent that
15 Paragraph 3.23 of Plaintiffs' Complaint contains any further factual allegations,
16 AFICS denies the same.

17 3.24 In Answer to Paragraph 3.24 of Plaintiff's Complaint, Paragraph 3.24
18 contains a legal conclusion to which no response to required. To the extent that
19 Paragraph 3.24 contains any further factual allegations, AFICS denies the same.

20
21 3.25 In Answer to Paragraph 3.25 of Plaintiff's Complaint, AFICS denies.

22 3.26 In Answer to Paragraph 3.26 of Plaintiff's Complaint, AFICS denies.
23

FOURTH CAUSE OF ACTION
(Consumer Protection Act)

3.31² In Answer to Paragraph 3.31 of Plaintiffs' Complaint, AFICS restates and incorporates by reference its Answers to all preceding Paragraphs above as though fully set forth herein.

3.32 In Answer to Paragraph 3.32 of Plaintiffs' Complaint, Paragraph 3.32 contains a legal conclusion to which no response is required. To the extent that Paragraph 3.32 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the same.

3.33 In Answer to Paragraph 3.33 of Plaintiffs' Complaint, AFICS denies.

3.34 In Answer to Paragraph 3.34 of Plaintiffs' Complaint, AFICS denies.

3.35 In Answer to Paragraph 3.35 of Plaintiffs' Complaint, AFICS admits it is engaged in the business of insurance. In further response to Paragraph 3.35 of Plaintiff's Complaint contains a legal conclusion to which no response is required. To the extent that Paragraph 3.35 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the same.

3.36 In Answer to Paragraph 3.36 of Plaintiffs' Complaint, AFICS denies.

3.37 In Answer to Paragraph 3.37 of Plaintiffs' Complaint, AFICS denies.

² Inconsistent numbering is reflective of numbering used in Plaintiffs' Complaint

FIFTH CAUSE OF ACTION
(Declaratory Judgment/RCW 7.24)

3.38 In Answer to Paragraph 3.38 of Plaintiffs' Complaint, AFICS restates and incorporates by reference its Answers to all preceding Paragraphs above as though fully set forth herein.

3.39 In Answer to Paragraph 3.39 of Plaintiff's Complaint, AFICS denies.

3.40 In Answer to Paragraph 3.40 of Plaintiff's Complaint, AFICS denies.

3.41 In Answer to Paragraph 3.41 of Plaintiff's Complaint, AFICS denies.

3.42 In Answer to Paragraph 3.42 of Plaintiffs' Complaint, AFICS denies.

SIXTH CAUSE OF ACTION
(Negligent Claims Handling)

3.43 In Answer to Paragraph 3.43 of Plaintiffs' Complaint, AFICS restates and incorporates by reference its Answers to all preceding Paragraphs above as though fully set forth herein.

3.44 In Answer to Paragraph 3.44 of Plaintiffs' Complaint, AFICS denies.

3.45 In Answer to Paragraph 3.45 of Plaintiffs' Complaint, AFICS denies.

3.46 In Answer to Paragraph 3.46 of Plaintiffs' Complaint, AFICS denies.

3.47 In Answer to Paragraph 3.47 of Plaintiffs' Complaint, AFICS denies.

3.48 In Answer to Paragraph 3.48 of Plaintiffs' Complaint, AFICS denies.

3.49 In Answer to Paragraph 3.49 of Plaintiffs' Complaint, AFICS denies.

3.50 In Answer to Paragraph 3.50 of Plaintiff's Complaint, AFICS denies.

1 3.51 In Answer to Paragraph 3.51 of Plaintiff's Complaint, AFICS denies.

2 **IV. DAMAGES**

3 4.1 In Answer to Paragraph 4.1 of Plaintiffs' Complaint, AFICS denies.

4 4.2 In Answer to Paragraph 4.2 of Plaintiffs' Complaint, AFICS denies.

5 4.3 In Answer to Paragraph 4.3 of Plaintiffs' Complaint, AFICS admits
6 the Policy speaks for itself and provides coverage pursuant to its terms and
7 conditions and not otherwise. To the extent that Paragraph 4.3 contains any further
8 factual allegations, AFICS denies the same.
9

10 4.4 In Answer to Paragraph 4.4 of Plaintiffs' Complaint, AFICS denies.

11 4.5 In Answer to Paragraph 4.5 of Plaintiffs' Complaint, AFICS denies.

12 In way of further Answer to Plaintiffs' Complaint, AFICS denies Plaintiffs
13 are entitled to the relief sought in Paragraphs 1-5.
14

15 **V. AFFIRMATIVE DEFENSES**

16 By way of further Answer to Plaintiffs' Complaint, AFICS asserts the
17 following affirmative defenses:
18

19 5.1 AFICS has fully complied with its obligations under the AFICS Policy
20 of insurance and has at all times acted reasonably in handling all claims for benefits
21 under the Policy. As a result, Plaintiffs' claims are without merit.

22 5.2 The AFICS Policy provides coverage pursuant to its terms and
23 conditions and not otherwise. Plaintiffs' claims are barred, in whole or in party, by

1 the terms, conditions, coverages, and exclusions of the AFICS Policy.

2 5.3 Plaintiffs' claims are barred, in whole or in part, by their failure to
3 cooperate with the terms and conditions of the AFICS Policy, which materially
4 prejudiced AFICS in the investigation of Plaintiffs' claims.
5

6 5.4 To the extent that Plaintiffs have suffered damages, Plaintiffs have
7 failed to mitigate those damages.

8 5.5 AFICS has not breached any contract with Plaintiffs.

9 5.6 Plaintiffs have failed to establish the necessary elements of claims
10 upon which Plaintiffs bear the burden of proof.
11

12 5.7 To the extent that Plaintiffs have suffered damages, any such damages
13 may have been based, in whole or in part, by the acts or omissions of third parties
14 over whom AFICS has no control.

15 5.8 Plaintiffs' Complaint fails to state a claim upon which relief may be
16 granted.
17

18 5.9 To the extent that Plaintiffs have suffered damages, any such damages
19 may have been based, in whole or in part, by the acts of omissions of Plaintiffs.

20 5.10 In the event that Plaintiffs are awarded any damages against AFICS,
21 then AFICS is entitled to an offset and/or set off as to the recovery of Plaintiffs
22 damages against any third party and/or for any payments previously made by
23 AFICS.

1 5.11 Plaintiffs lack standing to bring the claims alleged in Plaintiffs'
2 Complaint.

3 5.12 Plaintiffs' claims are barred in whole or in part due to Plaintiffs' no
4 longer being the intended recipient of the claims asserted under the AFICS Policy.
5

6 5.13 Plaintiffs' claims are barred due to assignment of their rights under
7 the Policy.

8 5.14 Plaintiffs have waived their ability to bring the claims asserted.

9 5.15 Plaintiffs are not the real parties in interest and are therefore
10 misjoined.
11

12 5.16 AFICS reserves the right to amend this Answer and to include any
13 additional claims or defenses as may become known or apparent during the course
14 of this litigation.

15 **VI. PRAYER FOR RELIEF**

16 Having fully answered Plaintiffs' Complaint and asserted its Affirmative
17 Defenses, AFICS prays for the following relief:
18

- 19 1. Dismissal of Plaintiffs' claims with prejudice and without recovery;
 - 20 2. For all attorney fees and all costs as authorized by law;
 - 21 3. For such other relief that the Court deems just and equitable.
- 22

23 DATED this 27th day of February, 2025.

LEATHER LAW GROUP

/s/ Thomas Lether

Thomas Lether, WSBA #18089

/s/ Michael R. Morgan

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*Counsel for American Family**Insurance Company*

CERTIFICATE OF SERVICE

The undersigned hereby certifies under the penalty of perjury under the laws of the United States of America that on this date I caused to be served in the manner noted below a true and correct copy of the foregoing on the following party(ies):

Ryan Best
Carigan Pereiro
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Counsel for Plaintiffs Warren and Wendy Beck

By: ☐ **First Class Mail** ☒ **Email/ECF** ☐ **Legal Messenger**

DATED this 27th day of February, 2025 at Seattle, Washington.

s/ Devon Sheehan
Devon Sheehan | Paralegal